IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO. 685 OF 2002
IN
SUMMARY SUIT NO. 2123 OF 2002

Rasiklal L. Shah. ... Plaintiff.

V/s.

Harshad Parekh. ... Defendant.

Ms. Neeta Solanki i/b. Kiran Jain & Co. for the Plaintiff.
Mr. Rahul Hakani i/b. Mr. K.J. Hakani for the Defendants.

CORAM : DR. D.Y. CHANDRACHUD, J.

18TH JUNE, 2007.

P.C. :-

1. The suit under Order 37 of the Civil Procedure Code, 1908 is for the recovery of an amount of Rs.50,000/- together with interest.

2. The Plaintiff has averred that on 1st January 2001, a trade loan was advanced to the Defendant through a broker. The Defendant is alleged to have signed, executed and handed over a receipt dated 1st January 2001 admitting liability to repay an amount of Rs.50,000/- together with interest at the rate of 1.50% per month. The Plaintiff addressed an Advocate's notice dated 1st February 2002 to which there was no reply.

Accordingly, the suit has been instituted.

3. The Only defence which has been pressed at the hearing is that it has been averred in paragraph 3 of the reply that in the month of May 1998 the Defendant had requested one Shri Lalit Modi to arrange a loan. The Defendant claims to have signed a blank receipt. His contention is that the broker did not made any loan arrangement. This defence cannot be accepted for more than one reason. First and foremost, there is not a single letter or complaint by the Defendant alleging that he had been required to sign loan documents in blank which ought to be returned since the loan had not materialised. Secondly, there was no reply to the notice of demand.

4. In these circumstances, the Defendant has no bonafide defence to the claim in the Suit. The Plaintiffs have tendered the original documents which are taken on record. The claim of the Plaintiff has been duly established on the basis thereof.

5. The Summons for Judgment is accordingly made absolute. The Suit shall stand decreed in terms as prayed subject to the modification that the Plaintiff would be entitled to interest at the rate of 9% per

annum on the principal sum of Rs.50,000/- from the date of the institution of the suit until payment or realization.